



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Public Health and Wellness	Department Contact	Briana Lyddane
Contact Email	briana.lyddane@louisvilleky.gov	Contact Phone	502-574-6690

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)				
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	09/01/2020	08/31/2021		

VENDOR INFORMATION

Vendor Legal Name	Mark S. Jorrisch				
DBA					
Point of Contact	Mark S. Jorrisch	Email	mark.jorrisch@louisvilleky.gov		
Street	1243 Cherokee Road				
Suite/Floor/Apt		Phone	502-333-2739		
City	Louisville	State	KY	Zip Code	40204
Federal Tax ID#		SSN# (if sole proprietor)			
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$183,960	(including reimbursement expenses, if applicable)			
Fund Source: General Fund					
Federal Grant		Federal Granting Agency			
Other	✓	Describe: federal passthrough			
Account Code String #	2551	605	4149	411571	521362
Payment Rate	\$145.00	per hour		per day	per service
		per month		Other	
Payment Frequency	✓	Monthly		Upon Completion / Delivery	
		Quarterly		Other	

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO HEALTH DEPARTMENT** herein referred to as **"METRO GOVERNMENT"** or **"LMHD"**, and **DR. MARK S. JORRISCH, M.D.**, with offices located at 1243 Cherokee Road, Louisville, Kentucky 40204, herein referred to as **"PHYSICIAN"**,

WITNESSETH:

WHEREAS, the LMHD wants to obtain specialized physician services in the area of chemical dependency; and

WHEREAS, the Physician has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Physician shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Physician's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Physician needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Physician shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

per hour. Total compensation payable to Physician for services rendered shall not exceed **ONE HUNDRED EIGHTY THREE THOUSAND NINE HUNDRED SIXTY DOLLARS (\$183,960.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Physician's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Physician's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Physician shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract. Out of pocket expenses shall include up to **THREE THOUSAND DOLLARS (\$3,000.00)** in continuing education expenses.

D. Physician, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro

Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party. Notwithstanding any language in this Agreement to the contrary, Physician shall be covered in performing services under this Agreement by the Amended Trust Agreement of 2012 ("Trust") by and between the Louisville/Jefferson County Metro Board of Health and JP Morgan Chase Bank, NA, as provided for in that Trust's Section 4, Subsection D, a copy of which Trust is attached hereto and fully incorporated herein as Attachment A.

V. RECORDS-AUDIT

Physician shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Physician's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Physician shall include (without limitation): (a) payroll records accounting for total time distribution of Physician's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Physician's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XII. SEVERABILITY

If any court of competent jurisdiction holds any provision of this agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this agreement and shall not affect any other provision hereunder.

XIII. COUNTERPARTS

This agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XIV. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Physician is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XV. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVI. MISCELLANEOUS Physician agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that

Physician nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Health Department without the express authorization of the Director of Health or his designee.

The Physician shall reveal any final determination of a violation by the Physician or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Physician or subcontractor. The Physician shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Physician or subcontractor for the duration of the contract.

XVII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Physician agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Physician further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

Amended Trust Agreement of 2012 by and between the Louisville/Jefferson County
Metro Board of Health and JP Morgan Chase Bank, NA

WHEREAS, there is a need for the self-insurance trust to remain in existence to cover claims falling outside the protection afforded the Federal Tort Claims Act; and

WHEREAS, to reflect these changing circumstances, it is necessary to amend the "AMENDED TRUST AGREEMENT of 2005" as follows:

NOW, THEREFORE, THE AMENDED TRUST AGREEMENT OF 2005 IS AMENDED AS FOLLOWS AND SHALL BE REFERRED TO AS THE "AMENDED TRUST AGREEMENT OF 2012":

1. Ownership of Trust Assets. The Trustee shall have the muniments of title and sole custody of all the assets comprising this trust estate and any and all income earned thereon shall become a part of such trust estate. The Trustee is hereby vested with full and complete title to all said trust estate, both as to principal and income, subject only to the terms of this Agreement. Except as herein expressly provided, no part of this trust estate shall be liable for the debts of the Board of Health, its divisions and/or subsidiaries, nor shall the same be subject to seizure by any creditor of the Board of Health, its divisions and/or subsidiaries, under any writ or proceeding at law or in equity.
2. Restrictions on Trustee. The Trustee shall make no loans from the trust estate to the Board of Health. The Board of Health shall have no power to sell, assign, transfer, encumber, or in any other manner dispose of its interests in this trust estate except as is herein specifically provided.
3. Soundness of the Fund. In order to maintain this trust estate in an amount sufficient to satisfy the purposes of this trust as described in paragraph 4 below, the Board of Health shall periodically engage the services of an independent actuary to analyze the trust estate using actuarial methods customarily employed by the insurance industry to determine the soundness of the self insurance reserve funds. To maintain the soundness of the fund for its primary purpose, the fund will be maintained between an 85-95% confidence level of protection.

A copy of the report of the independent actuary shall be submitted to the Trustee and the Board of Health.

4. Purpose of Trust.

(A) The primary purpose of this trust shall be: (i) to provide for the defense against any Covered Claim (as hereinafter defined) made against the Board of Health or others herein specified and (ii) to provide for the payment of any settlement or final judgment entered against the Board of Health or others herein specified for any such Covered claim in an amount not to exceed \$1,000,000 for any one occurrence and \$1,000,000 in the aggregate during any fiscal year for the Board of Health, the Louisville Metro Department of Public Health and Wellness ("Department"), or the Family Health Centers, Inc., as the Board of Health may decide.

7. Procedures for Payment.

(A) For those payments from trust assets specified in Paragraphs 4 and 5(d) hereof, the Trustee shall require a resolution adopted by the Board of Health in formal session, along with written authorization from the Secretary of the Board of Health, or in his or her absence, from the Chairman or Vice Chairman thereof, stipulating the party or parties to whom the payment is to be made, the amount of the payment, and the specified reason for the payment. The Board resolution itself shall be provided to the Trustee in the written form of an excerpt of the Board minutes, certified by the Chairman, Vice Chairman, or Secretary of the Board of Health.

(B) For those payments from trust assets specified in Paragraphs 5(a), 5(b) and 5(c) hereof, the Trustee shall require written authorization from the Secretary of the Board of Health, or in his or her absence, from the Chairman or Vice Chairman thereof, along with an executed copy of the contract or agreement under which said payment is being made. However, in the event that the requested payment should exceed the contract amount, or not otherwise be covered by a written agreement, then the Trustee shall require a Board resolution in the same form and with the same approval as set forth hereinabove for payments permitted under Paragraphs 4 and 5(d) of this Agreement.

8. Investment of Trust Assets. The Trustee shall use its best efforts to preserve the trust estate through the proper investment thereof. The Trustee shall not sell, purchase, exchange, or otherwise deal with or dispose of trust assets for less than full and adequate consideration.

9. Trustee Power Over Assets. In the administration of this trust estate, the Trustee shall have all those powers incidental to ownership normally allowed a trustee, and such powers shall be exercised without necessity of any prior or subsequent approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of its actions. Without in any way limiting the generality of the foregoing, the Board of Health further grants to the Trustee the following additional specific powers: (a) to sell or exercise any "right" issued on any securities held in the trust estate, (b) to vote in person or by proxy any stocks or securities and to grant such proxies and powers of attorney to others, (c) to consent to and participate in any plan for the liquidation, reorganization, consolidation, or merger of any corporation whose stock or other security is held in trust herein, and (d) to register or carry trust property in its name or in the name of its nominee or to hold it unregistered.

10. Annual Certified Statement. The Trustee shall submit a certified financial statement to the Board of Health no later than sixty (60) days after the end of each fiscal year of the trust estate. Said statement shall provide at least the following information: (a) the balance in the trust estate at the beginning of the fiscal year, (b) the amount and nature of all current year payments or withdrawals from the trust estate, including a separate accounting for claims paid, for claims and risks management expenses, for legal expenses, for actuarial expenses, and for Trustee's fees and expenses, and (c) the balance in the trust estate at the end of the fiscal year.

16. Amendment of Trust Provisions. The Board of Health reserves the right to amend and modify this Agreement, but in the exercise of such right it shall not undermine or remove the protection and coverage herein provided.

17. Governing Law. This Agreement shall be construed and regulated in all respects by the laws of the Commonwealth of Kentucky, without regard to its conflicts of law provisions.

IN WITNESS WHEREOF, the Board of Health and the Trustee have caused this Agreement to be duly executed by their respective representatives, each thereunto duly authorized by appropriate action of its governing body as the Effective Date.

LOUISVILLE METRO BOARD OF HEALTH

BY: William M. Alt

TRUSTEE:

JP MORGAN CHASE BANK, NA

BY: Ann Marie Jones, V.P.
(Name & Title)

THIS INSTRUMENT PREPARED BY:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

BY: _____
JO ANN BURKE
Assistant Jefferson County Attorney
531 Court Place – Suite 900
Louisville, KY 40202
(502) 574-3334